IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

SPECIAL CIVIL APPLICATION No 5516 of 1991

For Approval and Signature:

Hon'ble MR.JUSTICE D.A.MEHTA Sd/-

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1. Whether Reporters of Local Papers may be allowed to see the judgements? : NO

2. To be referred to the Reporter or not? : NO

3. Whether Their Lordships wish to see the fair copy of the judgement? : NO

4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950 of any Order made thereunder? : NO

5. Whether it is to be circulated to the Civil Judge? : NO

MAHA GUJARAT BANK EMPLOYEE'S ASSO

Versus

PUNJAB AND SIND BANK

Appearance:

MR KETAN DAVE FOR MR HAROOBHAI MEHTA for Petitioners

MR A.MAHAPATRA FOR NANAVATI & NANAVATI for Respondent No.1

CORAM : MR.JUSTICE D.A.MEHTA

Date of decision: 20/04/2001

ORAL JUDGEMENT

1. The petitioner no.2 who is employed as peon in Punjab and Sind Bank since 1986 and the petitioner no.1 Maha Gujarat Bank Employees' Association, Ahmedabad (necognised union) have filed the present petition

through their General Secretary.

2. The undisputed facts are that petitioner no.2 was initially employed as a daily wager and from 2/2/1987 he has been permitted to work on full salary. The say of the petitioner is that at the time of appointment no order of appointment had been issued to him and that in 1986 he had worked for 136 days and thereafter since 2/2/1987 he has worked continuously without any break.

3. In view of the aforesaid facts the following reliefs are claimed in paras 5(i) & (ii) :

"(i) to direct the respondent bank to regularise and confirm the 2nd petitioner's services in the sub-staff of Punjab and Sind Bank with effect from the date on which the 2nd petitioner completed 240 days of service;

(ii) to permanently restrain the bank from terminating the 2nd petitioner's services on the ground that his services are not regularised and confirmed;"

4. The respondent bank has stated in its affidavit-in-reply that the memorandum of settlement has been entered into between the bank and its workmen on 16/10/1992 and the same was partially modified on 13/8/1994. That as per terms of the settlement a Scheme has been framed for regularisation of temporary peons against permanent vacancies and as per terms of the settlement out of 100 temporary peons 85 have already been absorbed in regular vacancies. It is further submitted that the petitioner no.2 has already been called for interview and his regularisation is under consideration.

5. In the affidavit-in-rejoinder the petitioner no.2 has produced a letter dated 22/6/1993 addressed by Regional Manager to the Manager, Punjab and Sind Bank, Gandhi Road Branch, Ahmedabad. In the said letter it is stated that the claimant viz., petitioner no.2 should withdraw the writ petition as the matter is already settled so that the concerned authority may close the matter. It is further stated that the application of petitioner no.2 will be considered for absorption in terms of the settlement.

6. On behalf of the respondent-Bank another communication dated 6/11/2000 has also been placed before

us wherein it is stated that the petitioner no.2 has been interviewed and selected for the post of peon. That necessary appointment letter shall be issued subject to withdrawal of the case. A copy of the aforesaid letter dated 6/11/2000 is taken on record.

7. In view of the aforesaid circumstances no grievance survives. The respondent bank is hereby directed to issue necessary letter of appointment to petitioner no.2 within a period of two weeks from today. The respondent bank is further directed to take into consideration the fact that since 2/2/1987 the petitioner no.2 is in continuous service with the Bank and as such all the necessary and consequential benefits as he may be entitled, may be granted to him in terms of the settlement.

8. The petitioner no.2 is directed to approach the bank authorities and complete all formalities as may be necessary. The petition is disposed of accordingly and rule made absolute to the aforesaid extent with no order as to costs.

Sd/-

(D.A.Mehta,J)

m.m.bhatt